



# Maryland Department of Budget & Management

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**Amendment #1 to  
Request for Proposals (RFP)  
Financial/Financial Related Audits for Maryland State Agencies  
Project No. DBM-2004-AUDITS (050R4800237)  
March 2, 2004**

This Amendment is being issued to amend and clarify certain information contained in the above named RFP. All information contained herein is binding on all Offerors who respond to this RFP. Specific parts of the RFP have been amended. The following changes/additions are listed below; new language has been double underlined and marked in bold (ex. **new language**) and language deleted has been marked with a strikeout (ex. ~~language deleted~~).

1. Revise, RFP Section 1.3 Abbreviations and Definitions

t. Not-to-Exceed Ceiling - This pertains to all Task Order Agreements awarded under this RFP other than those TOAs issued as Commission Only. This means a discrete dollar amount, listed in the TOA, that may not be exceeded. If a Contractor reaches this NTE Ceiling while performing a TOA, ~~at the direction of the Procurement Officer,~~ it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, until such time as the Procurement Officer authorizes an increase to allow the continuation of services.

2. Revise, RFP Section 1.6 Contract Duration

The term of this Contract is for a period of about five (5) years commencing upon the date of award and terminating on May 31, 2009. A TOA end date ~~may~~ **will not** extend beyond the Master Contract ~~end by no more than 3 months. TOAs that extend beyond the Master Contract end will be billed at the then current contract year rates for that period of time that extends beyond the Master Contract end. (See RFP Section 1.5 for details concerning price adjustments.)~~

3. Delete RFP Section 1.22 Offeror Responsibilities Paragraph b.

~~b. If an Offeror intends to use subsidiaries to perform or provide the services required by this RFP, the entity/entities that submits the proposal, the required information in the proposals such as but not limited to references and financial reports for the entity/entities, and the entity/entities that signs the proposal, must be consistent and the same.~~

4. Add, RFP Section 1.22 Offeror Responsibilities Paragraph b.

**b. If an Offeror that seeks to perform or provide the services required by this RFP is a subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, must pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary.**

5. Revise, RFP Section 2.1 Minimum Qualifications (1<sup>st</sup> Bullet)

• Must be a Maryland licensed **hold a permit to practice** Certified Public Accounting Firm **Accountancy** in accordance with The Annotated Code of Maryland, Business Occupations and Professions Article, Section 2-401.

6. Revise, RFP Section 3.2.2 TORFP Proposal Submission Requirements by adding the following bullet

• **Proposed Master Contractor's facility from which work will be assigned**

7. Revise, RFP Section 3.5.4 As required in Section 2.2, Contractors must maintain the license **or permit** during the term of the master contract. On each anniversary date of the contract, Contractors shall provide to the Contract Manager proof of its Maryland license **or permit**. Contractors that fail to maintain the required license **or permit** are in default of their contracts which ~~shall~~ **may** be cause for ~~disciplinary action~~ **contractual sanctions** up to and including termination for default.

8. Revise, RFP Section 3.6.5 Substitution of ~~Key~~ Personnel.

a. During the performance period for a TOA, no substitutions of ~~key~~ personnel will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or as otherwise approved by the TOM. In any of these events, the Contractor shall promptly notify the TOM and provide the information required by paragraph (c). All proposed substitutions of ~~key~~ personnel for other than emergency situations must be submitted in writing, at least 15 business days in advance of the proposed substitution, to the TOM, with the information required in paragraph (c). The TOM must agree to the substitution in writing before such substitution shall become effective.

b. Individuals proposed and accepted as ~~key~~ personnel for TOAs are expected to remain dedicated throughout the TOA commitment. Substitutions will be allowed only when the TOM specifically agrees to the substitution in writing. All proposed substitutes of ~~key~~ personnel must have qualifications at least equal to that of the person initially proposed and evaluated and accepted in the TOA. The burden of illustrating this comparison shall be the Contractor's. The resumes of the initially proposed ~~key~~ personnel shall become the minimum requirement for qualifications for the duration of the total contract term. If one or more of the ~~key~~ personnel are unavailable for work under a TOA for a continuous period exceeding 15 calendar days, the Contractor shall immediately notify the TOM and propose to replace personnel with personnel of equal or better qualifications within 15 calendar days of notification. All substitutions shall be made in accordance with this provision.

c. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a resume of the proposed substitute (see paragraph (d)), and any other information requested by the TOM to make a determination as to the appropriateness of the proposed substitution. All proposed substitutes must have educational qualifications and work experience equal to or better than the resume initially proposed for ~~key~~ personnel; the burden of illustrating this comparison shall be the Contractor's.

9. Add, RFP Attachment A, **Section 29 (If Applicable.)**

**[corporate name of contractor] hereby guarantees absolutely the full, prompt and complete performance by "[subsidiary]" of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations and liabilities. "[corporate name of contractor]" may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State. "[corporate name of contractor]" further agrees that if the State brings any claim, action, suit or proceeding against "[subsidiary]", "[corporate name of contractor]" may be named as a party, in its capacity as Absolute Guarantor.**

A pre-proposal conference was held on February 17, 2004. A summary of the conference and a list of attendees are provided as a separate e-mail attachment.

**Remember proposals are due on Monday, March 15, 2004 no later than 2:00 p.m.** Should you require clarification of the information provided in this addendum, please contact me at (410) 260-7683 as soon as possible.

Date Issued: March 2, 2004

By <Signed>  
William M. Bowser  
Procurement Officer